

No. 065/97

ORIGINAL  
NOTE -  
1997

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ecuador and has the honor to refer to recent discussions between representatives of our two governments regarding issues related to the status of United States military personnel and civilian employees of the Department of Defense who may be present in Ecuador in connection with the following Exercises (hereinafter referred to as 'the Exercises') which are scheduled from 01 October 1997 through 30 September 1998. As a result of these discussions the Embassy has the honor to propose the following agreement between the Government of the United States of America and the Government of Ecuador (hereinafter referred to as 'the parties').

## Exercises:

DATES	TYPE OF EXERCISE
1. October-December 97	MEDICAL CIVIC ACTION, SUCUMBIOS PROVINCE
2. 19 October-21 November 97	TRAINING IN RECONNAISSANCE OPERATIONS, MISSION PLANNING AT TEAM LEVEL, MISSION PLANNING AT BN LEVEL, AND RIVERINE OPERATIONS, 19 <sup>TH</sup> JUNGLE BRIGADE, COCA
3. October 97-March 98	MEDICAL CIVIC ACTION, LOJA PROVINCE
4. 08-15 December 97	SEARCH AND RESCUE (PLANNING / EXECUTION), GUAYAQUIL
5. January-March 98	TRAINING IN COUNTERTERRORISM, QUITO
6. 05-25 April 98	TRAINING IN COASTAL / MARITIME COUNTERNARCOTICS OPERATIONS
7. 03 May-05 September 98	NUEVOS HORIZONTES, ESMERALDAS PROVINCE
8. 09-23 May 98	MEDICAL CIVIC ACTION, COTOPAXI PROVINCE
9. 10-30 May 98	MEDICAL CIVIC ACTION, GUAYAS PROVINCE
10. 10-30 May 98	TRAINING FOR LIGHT INFANTRY, 19 <sup>TH</sup> JUNGLE BRIGADE, COCA
11. 18 May-12 June 98	TRAINING FOR LIGHT INFANTRY, AIR ASSAULT, STAFF PLANNING, AND RIVERINE OPERATIONS, 19 <sup>TH</sup> JUNGLE

12. 13-27 June 98

13. 20 July-01 August  
98

14. 12-26 September 98

15. 07-25 September 98

BRIGADE, COCA  
MEDICAL CIVIC ACTION, ESMERALDAS  
PROVINCE  
TRAINING FOR BASE DEFENSE  
OPERATIONS  
MEDICAL CIVIC ACTION, ESMERALDAS  
PROVINCE  
TRAINING FOR COASTAL / ESTUARY  
COUNTERNARCOTICS OPERATIONS,  
ESMERALDAS PROVINCE

#### ARTICLE I: PURPOSE

The parties shall jointly participate in the Exercises scheduled to take place in Ecuador between 01 October 1997 and 30 September 1998. In connection with the Exercises, United States armed forces will deploy to Ecuador to perform training, medical, engineering and construction projects.

#### ARTICLE II: DEFINITIONS

As used in this agreement, 'United States personnel' shall mean military and civilian personnel of the United States armed forces temporarily present in Ecuador in connection with the Exercises.

#### ARTICLE III: RESPECT FOR LAW

It shall be the responsibility of the United States personnel to respect the laws of Ecuador and to abstain from any activity inconsistent with the spirit of this agreement. Authorities of the Government of the United States of America will take necessary measures to that end.

#### ARTICLE IV: ENTRY AND EXIT

United States personnel may enter and exit Ecuador with United States Government identification and with collective or individual travel orders. Passports and

**ARTICLE V: WEARING UNIFORMS**

United States personnel may wear their uniforms while performing official duties in Ecuador.

**ARTICLE VI: LICENSING**

Ecuadorian authorities shall accept as valid, without a driving test or fee, a driving permit or license issued by the appropriate United States authority to United States personnel for the operation of military or official vehicles. Vehicles owned by the United States need not to be registered, but shall have appropriate identification markings.

The Government of Ecuador shall accept as valid medical credentials and licenses issued to United States Personnel by appropriate United States authorities.

**ARTICLE VII: FREEDOM OF MOVEMENT**

United States personnel in Ecuador shall enjoy freedom of movement and the right to undertake those activities deemed necessary for the performance of their mission.

**ARTICLE VIII: STATUS OF PERSONNEL**

The Government of Ecuador shall accord to United States personnel in Ecuador in connection with these Exercises, status equivalent to that provided to the administrative and technical staff of the United States

costs, including those arising from the resolution of claims, shall be borne by the Government of Ecuador.

The Government of Ecuador shall assume all responsibility for resolving liability for, and paying claims arising from, United States armed forces use of land or other property interest provided by the Government of Ecuador and shall indemnify the Government of the United States of America for any such payments it makes for any such claims.

The Government of Ecuador shall accept full responsibility for, and shall hold the United States Government harmless from, any and all claims arising from the use of projects constructed, in whole or in part, during these Exercises.

#### ARTICLE X: IMPORT AND EXPORT

United States Government property imported into or acquired in Ecuador by or on behalf of the United States armed forces in connection with these Exercises, shall be free of all Ecuadorian inspections, duties, taxes, and other charges. Title to such property shall remain with the government of the United States of America which may remove such property from Ecuador at any time, free from, export duties, taxes, or other charges which would otherwise be assessed upon such property after importation into, or acquisition in, Ecuador. Such property may be removed from Ecuador, or disposed of therein provided that disposition of such property in Ecuador to persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such person or entities.

detain any United States personnel, the Ecuadorian authorities shall immediately notify the Embassy of the United States of America in Ecuador, and coordinate for their return to United States control.

Ecuadorian authorities and United States military police investigators shall cooperate in the investigation of any crimes believed to be committed by or against United States personnel.

#### ARTICLE IX: CLAIMS

Both parties shall waive any and all claims against each other for damage, loss, or destruction of the other's property arising from activities to which this agreement applies.

With respect to claims against the United States other than contractual claims and those waived pursuant to this Article, the Government of the United States of America shall pay just, fair, and reasonable compensation in settlement of meritorious claims arising out of acts or omissions of United States personnel, or which are otherwise incident to the Exercise activities of the United States armed forces. These claims shall be expeditiously processed and settled by United States authorities in accordance with United States laws.

The Government of Ecuador shall acquire all necessary real property rights needed to support any agreed Exercise operation. All lease and acquisition

Personal property of United States personnel may be imported into and used in Ecuador free of all inspection, duties, taxes, and other charges during the period of the owner's service in Ecuador. Such property shall normally be exported or transferred to other United States personnel. The transfer of such property to persons or entities in Ecuador who are not exempt from importation duties and restrictions can be made only under terms and conditions, including payment of applicable duties and taxes, imposed by the Government of Ecuador. The exportation of such property and of property acquired in Ecuador by United States personnel for personal use, shall be free of all Ecuador duties, taxes, and other charges.

#### ARTICLE XI: PUBLIC UTILITIES

The United States armed forces and United States personnel may use water, electricity, and other public utilities and facilities on terms and conditions, including rates or charges, no less favorable than those available to the Ecuadorian armed forces in like circumstances, unless otherwise agreed. The Government of Ecuador shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and facilities.

Ecuadorian authorities shall permit the United States armed forces to use radio communications for the conduct of the official duties of United States personnel. The Government of Ecuador shall notify the United States armed forces of the radio frequencies for local and international official communication to be used for this purpose. Ecuadorian authorities shall

permit United States personnel to use United States armed forces organic communication systems for their official duties.

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#### ARTICLE XII: USE OF TRANSPORTATION FACILITIES

Vehicles, vessels, and aircraft operated by the United States armed forces shall not be subject to the payment of landing or port fees, pilotage, navigation ~~over~~ flight charges, or tolls or other use charges, including light and harbor dues while in Ecuador.

Aircraft operated by or for the United States armed forces shall observe local air traffic control regulations while in Ecuador. Vessels owned or operated by the United States armed forces shall not be subject to compulsory pilotage at Ecuadorian ports.

#### ARTICLE XIII: SECURITY

The parties shall cooperate in taking such steps as may be necessary to insure the security of United States personnel and property in Ecuador pursuant to this agreement. Security personnel from the United States and United States personnel who are authorized by their orders to carry weapons and who are participating in these Exercises shall have the right to possess and carry arms while performing official duties as security personnel.

#### ARTICLE XIV: IMPLEMENTATION

Arrangements to implement this agreement shall be entered into by appropriate authorities of the parties as required.

Any differences regarding the interpretation or application of this agreement shall be resolved by consultation between the parties.

If the preceding is acceptable to the Government of the Republic of Ecuador, the Embassy of the United States of America has the honor to propose that this note, along with the response of the Ministry of Foreign Affairs, constitutes an Agreement between our two governments which will enter in to force on the date of the aforementioned response.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest and most distinguished consideration.



Embassy of the United States of America

Quito, October 8, 1997



**U.S. Department of State  
Office of Language Services  
Translating Division**

LS No. 10-2005-0193  
ME  
Spanish

**Republic of Ecuador  
Ministry of Foreign Affairs**

No. 167 GM

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of Note No. 065/97 of October 8, 1997, which reads as follows:

[See Text of U.S. Note]

The Ministry of Foreign Affairs, in response to United States Embassy Note 065/97 of October 8, 1997, transcribed above, states that the Embassy's note and this note constitute an agreement between the two governments, which enters into force on the date of this note.

[Complimentary close]

Quito, October 8, 1997

[Initialed]

[Official stamp]